



United States  
Department of the Interior

Fish and Wildlife Service

Lloyd 500 Building, Suite 1692  
500 N.E. Multnomah Street  
Portland, Oregon 97232

In Reply Refer To

Your Reference

June 27, 1986

WR-RDG-Steigerwald Lake-ADP  
Agreements

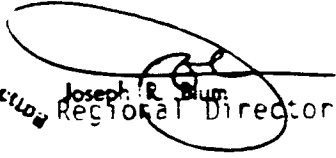
Mr. Jack S. Wayland, Director  
Washington Department of Game  
600 North Capitol Way, GJ-11  
Olympia, Washington 98504-0091

Dear Mr. Wayland:

I am pleased to be able to return to you a fully executed copy of the cooperative agreement for management of the proposed Steigerwald Lake National Wildlife Refuge. Both of our staffs have put a tremendous amount of time and thought into its preparation, and it looks to be a good workable document.

It is imperative that we move ahead with planning as quickly as possible. By copy of this letter, I am asking our Refuge Manager Bruce Wiseman to contact your Vancouver office staff to formally establish a planning team and set a schedule for drafting the plan.

Sincerely,

  
Joseph R. Blum  
Acting Regional Director

Attachment

## COOPERATIVE AGREEMENT

between

U.S. FISH AND WILDLIFE SERVICE

and

WASHINGTON STATE DEPARTMENT OF GAME

THIS COOPERATIVE AGREEMENT is made and entered into between the U.S. Fish and Wildlife Service, an executive agency of the United States Department of the Interior, hereinafter referred to as the "SERVICE," and the Washington State Department of Game, an executive agency of the State of Washington, hereafter referred to as the "DEPARTMENT," pursuant to the provisions of 31 U.S.C. 6305.

The SERVICE enters this Cooperative Agreement pursuant to the Fish and Wildlife Coordination Act, 16 U.S.C. § 661, et seq. and Fish and Wildlife Improvement Act, 16 U.S.C. § 742F. The DEPARTMENT enters this Cooperative Agreement pursuant to authority provided by the Game Code of the State of Washington, Chapter 77.12 RCW.

## PURPOSES AND OBJECTIVES

This Cooperative Agreement is made for the purpose of planning and subsequent development and management of the proposed Steigerwald

Lake National Wildlife Refuge, Clark County, Washington. However, the Steigerwald Lake area shall not be designated as an inviolate migratory bird sanctuary.

#### RECITALS

WHEREAS, Pub.L. No. 98-396, § 303(a), 98 Stat. 1422 (1984), directed the U.S. Army Corps of Engineers to acquire up to 1,000 acres of land in the Steigerwald Lake area as mitigation for fish and wildlife losses associated with development of the Bonneville Lock and Dam Second Powerhouse, to accomplish initial development of the area acquired, and to then turn the area over to the SERVICE for operation and management;

WHEREAS, the SERVICE plans to accept the land acquired by the U.S. Army Corps of Engineers and plans to manage said acquisition and possible additions in cooperation with the DEPARTMENT; AND

WHEREAS, the DEPARTMENT has a long-term interest in preservation and management of the Steigerwald Lake area, has been noted in the records of Congress leading to the passage of Public Law 98-396 as a partner and cooperator in the management and development of the area acquired, and in its subsequent administration.

## AGREEMENT

IT IS HEREBY AGREED AS FOLLOWS:

I. MUTUAL COOPERATION. To accomplish the purpose and objectives of this Cooperative Agreement, each party agrees to cooperate with the other in fulfilling its obligation as herein provided. The SERVICE's responsibilities, in cooperation with the DEPARTMENT, shall be directed toward migratory wildlife and the DEPARTMENT's responsibilities, in cooperation with the SERVICE, shall be directed toward resident wildlife. Specifics, including definition of activities pertaining to the SERVICE and the DEPARTMENT, will be developed jointly in the management plan.

### II. SPECIFIC OBLIGATIONS

#### A. SERVICE's Obligations.

1. The SERVICE shall provide personnel to participate on a cooperative planning team to develop, in partnership with the DEPARTMENT, a management plan for the Steigerwald Lake National Wildlife Refuge. The jointly developed management plan shall follow the format and direction

provided in the SERVICE Refuge Manual, Ch. 4.

2. The SERVICE shall provide a management team with sufficient personnel and funding to accomplish the SERVICE's responsibility as defined in the jointly developed cooperative management plan. Specifics will be developed in the management plan, and shall include:

a. primary administrative responsibility for the refuge and for approving the management plan and other planning and development activities;

b. primary responsibility for management of migratory bird resources, including habitat development and manipulation; and

c. responsibility for general operations and maintenance (e.g., fencing, posting, facilities maintenance) and for public use programs.

3. The SERVICE shall fund the joint development and implementation of the Steigerwald Lake National Wildlife

Refuge Plan (the "Plan") in the manner described under § III of this Agreement.

4. The SERVICE further agrees that all activities including signing, brochures, leaflets, etc., concerning the Steigerwald Lake National Wildlife Refuge will carry the dual logos of the SERVICE and the DEPARTMENT and will be noted as a Cooperative Mitigation Project.
5. The SERVICE shall realign Gibbons Creek in accordance with specifications developed by the U.S. Army Corps of Engineers along the high line route to Lawton Creek.

B. The DEPARTMENT's Obligations.

1. The DEPARTMENT shall provide personnel to participate on a cooperative planning team to develop, in partnership with the SERVICE, a management plan for the Steigerwald Lake National Wildlife Refuge. The jointly developed management plan shall be accordance with the format and direction provided in the SERVICE Refuge Manual, Ch. 4.
2. The DEPARTMENT shall provide a management team with

sufficient personnel to accomplish the DEPARTMENT's responsibilities as defined in the jointly development management plan. Specifics will be developed in the management plan, but shall include:

- a. active participation in refuge planning, development, and management;
- b. the principle role in carrying out activities involving resident wildlife resources, including habitat development and manipulation; and
- c. active participation in general operation, maintenance, and public use administration.

III. FUNDING. The SERVICE shall finance the development and implementation of the Steigerwald Lake National Wildlife Refuge management plan in the following manner:

- A. Initial Costs and Expenses. During the 1986 fiscal year, the SERVICE, by Treasury check, shall pay the mutually agreed upon costs and expenses associated with initial planning and development activities.

This sum shall not exceed \$150,000, however, and shall be based upon a DEPARTMENT provided itemized list of anticipated costs pertaining to staffing, equipment, and materials.

B. Annual Costs and Expenses. Beginning in the 1987 fiscal year, the SERVICE, by Treasury check, shall reimburse the DEPARTMENT quarterly for Agreement-related annual expenses. The DEPARTMENT shall submit to the SERVICE, quarterly, an itemized list of such expenditures. These expenditures shall be pursuant to a cooperatively developed annual work plan which shall be completed each year at least thirty (30) days before the beginning of the federal fiscal year.

C. If mutually agreed upon costs exceed available funds (see Section V), then the available funds shall be apportioned between Agreement-related migratory and resident wildlife expenses in accordance with the management plan.



IV. PROJECT OFFICERS.

The SERVICE's project officer shall be:

Refuge Manager  
Ridgefield National Wildlife Refuge  
1309 N.E. 134th Street, Room C  
Vancouver, WA 98685

The DEPARTMENT's project officer shall be:

Regional Wildlife Biologist  
Department of Game  
5405 N.E. Hazel Dell  
Vancouver, WA 98665

V. SPECIAL TERMS AND CONDITIONS. The parties acknowledge and understand that funds are not presently available for performance of this Agreement, being dependent initially on funds to be transferred from the Corps of Engineers to the SERVICE and later on appropriated funds. The SERVICE's obligation for performance of this Agreement is dependent on availability of funds from which payments to the DEPARTMENT under this Agreement can be made. No legal liability on the part of the SERVICE for any payment may arise for performance under this Agreement until funds are made available to the SERVICE. Nothing in this Agreement may be construed as relieving the SERVICE of any responsibilities for the area as mandated by Pub.L. No. 98-396, § 303(a), 98 Stat. 1422 (1984), and the National Wildlife Refuge

Administration Act, 16 U.S.C. 668dd et seq.

VI. TERM. This Cooperative Agreement shall become effective upon execution by both parties. It shall remain in force and effect for a period of 5 years from the date of execution, provided, however, that this term can be extended by mutual agreement of the parties.


VII. TERMINATION. The parties, by mutual consent, can terminate this Agreement at any time before expiration of the 5-year term. Upon termination, the SERVICE shall reimburse the DEPARTMENT for all Agreement-related expenditures.

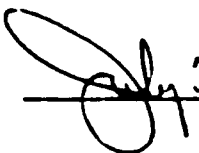
VIII. GENERAL PROVISIONS. To the extent applicable, the attached General Provisions for Grants and Cooperative Agreements are hereby fully incorporated and made a part of this Agreement as Exhibit No. 1.

IX. AMENDMENTS. No change, amendment, or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to this Agreement signed by all parties.

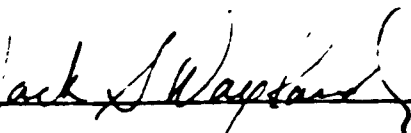
IT WITNESS WHEREOF, the parties have executed this Agreement  
on the day and year last below written.

U.S. FISH AND WILDLIFE SERVICE

By:   
Joseph R. Blum  
Regional Director  
U.S. Fish and Wildlife Service  
500 N.E. Multnomah Street  
Portland, ORE 97232

Date:  3, 1986

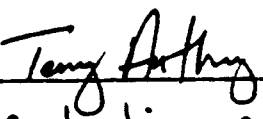
WASHINGTON DEPARTMENT OF GAME

By:   
Director, Washington State  
Department of Game  
600 No. Capitol Way  
Olympia, WA 98504

Date: June 6, 1986


CONTRACT SUFFICIENCY REVIEW

Fish and Wildlife Service

By:   
Title: Contracting Officer  
Date: 7/3/86

APPROVED AS TO FORM:

State of Washington  
Attorney General

By:   
Title: Assistant Attorney General  
Date: 6-1-86